

UNOFFICIAL COPY



RECORDATION REQUESTED BY:

Standard Bank and Trust
Company
7800 West 95th Street
Hickory Hills, IL 60457

Doc#: 0910647027 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/16/2009 08:39 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Standard Bank and Trust
Company
7800 West 95th Street
Hickory Hills, IL 60457

SEND TAX NOTICES TO:

Standard Bank and Trust
Company
7800 West 95th Street
Hickory Hills, IL 60457

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Mary B. Towey, Loan Documentation Specialist
Standard Bank and Trust Company
7800 West 95th Street
Hickory Hills, IL 60457

PREMIUM TITLE GROUP
07-4279CE

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2009, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 19523, July 6, 2006, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Grantor") and Standard Bank and Trust Company, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 14, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and Assignment of Rents recorded January 2, 2008, as Document Nos. 0800211169 and 0800211170, in the Office of the Recorder of Cook County, Illinois.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

The South 294.00 Feet of the West 180.857 Feet of the East 197.357 Feet of the South half of the West half of the Southeast quarter of the Northwest quarter of Section 35, Township 37 North, Range 12, East of the Third Principal Meridian, except therefrom the South 172.00 Feet of the West 164.357 Feet thereof, and except the South 50.00 Feet thereof, in Cook County, Illinois.

The Real Property or its address is commonly known as 13040 South 85th Avenue, Palos Park, IL 60464. The Real Property tax identification number is 23-35-104-066-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The interest rate on the principal balance of the Note remaining unpaid from time to time will be adjusted from Prime plus 1.000% floating, to 8.500% Fixed, per annum. Repayment and maturity date have been modified as follows: Borrower will pay this loan in 8 monthly payments of all accrued unpaid interest due as of the payment date and one irregular last payment estimated at \$551,947.92 due

pg 1 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 0101540707

October 1, 2009, all as more fully set out in a Change in Terms Agreement of the same date herewith incorporated by this reference.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

BUSINESS PURPOSES. The security interest granted herein is granted to further the business purposes of Grantor and is not given to secure household, family or consumer obligations.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 1, 2009.

GRANTOR:

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 07-06-2006 and known as Trust No. 19523.

By: Patricia Ralphson, Patricia Ralphson, AVP & TO
Authorized Signer for Standard Bank and Trust Company

By: Donna Diviero, Donna Diviero, ATO
Authorized Signer for Standard Bank and Trust Company

LENDER:

STANDARD BANK AND TRUST COMPANY

X [Signature]
Authorized Signer

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as herein provided. Any and all obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have, any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustee, be under any duty or obligation to acquit the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

pg 2 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 0101540707

Page 3

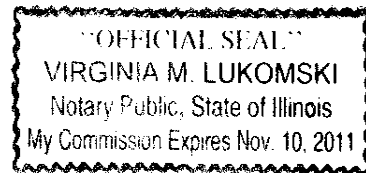
TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 24th day of March, 2009 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, AVP & TO of **Standard Bank and Trust Company, Trustee of Trust No. 19523** and Donna Diviero, ATO of **Standard Bank and Trust Company, Trustee of Trust No. 19523**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *Virginia M. Lukomski* Residing at 7800 W. 95th St., Hickory Hills, IL.
 Notary Public in and for the State of Illinois

My commission expires _____



pg 3 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 0101540707

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

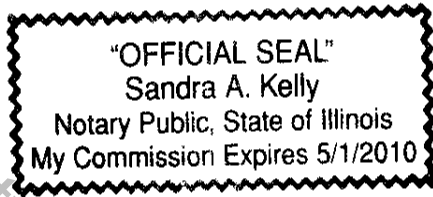
COUNTY OF Will)

On this 2nd day of January, 2009 before me, the undersigned Notary Public, personally appeared Michael Helsdingen and known to me to be the Vice President, authorized agent for **Standard Bank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Standard Bank and Trust Company**, duly authorized by **Standard Bank and Trust Company** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Standard Bank and Trust Company**.

By Sandra A. Kelly Residing at Monee, Illinois

Notary Public in and for the State of Illinois

My commission expires 5-1-2010



pg 4 of 4

Will County Clerk's Office